

MEMORANDUM OF AGREEMENT

BETWEEN FMC CORPORATION AND THE MONSANTO COMPANY AND SOUTHEASTERN IDAHO DISTRICT HEALTH DEPARTMENT

This Memorandum of Agreement (hereinafter "MOA") is entered into by and between FMC Corporation, the Monsanto Company and the Southeastern Idaho District Health Department.

A. RECITALS

1. FMC Corporation and the Monsanto Company (individually "FMC" and "Monsanto," and collectively "the Companies") anticipate entering into an Administrative Order on Consent ("AOC") with Region 10 of the U.S. Environmental Protection Agency ("EPA") in the near future.
2. The AOC will relate to phosphate slag that FMC and Monsanto have produced at their elemental phosphorus facilities located respectively in Pocatello, Idaho and Soda Springs, Idaho. In the past some of this slag was used as a construction material in the communities of Soda Springs and Pocatello, Idaho, principally as a component of asphalt and concrete. The slag contains naturally-occurring radioactive material that has caused concerns regarding potential radiological exposures at the locations where slag-containing construction materials have been used.
3. The AOC is expected to set forth an agreement between the Companies and EPA under which the Companies voluntarily will undertake responsibility for carrying out the following activities:
 - conducting a study (the "Exposure Study") in Soda Springs, Pocatello and Fort Hall, Idaho to quantify any slag-related radiological exposures to individuals in those areas; and
 - carrying out actions to reduce any such exposures (i) if the exposures to individuals are found to exceed certain levels and (ii) if requested by the owners of any affected premises. The exposure levels at which action is recommended and the actions that may be carried out to reduce such exposures are set forth in a document known as the "Graded Decision Guidelines" ("GDGs").
 - The Exposure Study will be conducted in accordance with a work plan that the Companies have developed and EPA has approved (the "Exposure Study Work Plan"). Individuals within the study area will have the option of having radiological exposures measured by thermoluminescent dosimetry ("TLDs") or, in cases where individuals choose not to wear TLDs, by dose rate meter and time of exposure measurements at potentially affected premises. A detailed dose rate assessment of locations that might affect exposures also will be conducted with respect to all individuals who are found to be receiving above background doses of 100 mrem/year or more. At the option of individual homeowners, the Exposure Study also will include radon measurements.
 - The GDGs include a list of actions that may be taken to reduce potential risks from slag-related exposures in the study area. Owners and occupiers of affected premises may request the Companies to implement risk reduction actions as specified in the GDGs and a document entitled the "Graded Decision Guidelines Implementation Plan" ("Implementation Plan") that the Companies expect EPA to approve in the near future. One of the options specified in the GDGs is that the owners of any premises where radiological exposures exceed a certain level can request that such premises be listed on an "Inventory." The purpose of this Inventory is to maintain a record of such premises so that when the slag containing materials at the premises are demolished or otherwise removed, the Companies and regulatory agencies can verify that these materials are disposed of properly at facilities that have all necessary permits. The GDGs refer to this future disposal of certain slag containing materials as "Attrition." Another option listed in the GDGs is "Education," which involves informing residents of the potential risks of radiological exposures and the means by which they can reduce the slag-related component of such exposures.
 - The Implementation Plan provides a set of procedures that the Companies and homeowners will follow to resolve any disputes that may arise concerning the risk reduction actions that are appropriate at individual residences. These procedures specify that any such disputes will be resolved through communications between the Companies and the individual homeowner and, if necessary, through the involvement of a third party. The Implementation Plan does not call for the Southeastern Idaho District Health Department to be involved in the dispute resolution process.
 - FMC, Monsanto and the Southeastern Idaho District Health Department ("Department") wish to enter into an agreement under which the Department will be the primary interface with the public

during the performance of the Exposure Study and the implementation of the GDGS. This will help achieve the goal of increased public acceptance of and participation in these programs.

B. AGREEMENT

NOW, THEREFORE, to carry out the objectives described above, the Companies and the Department hereby agree as follows:

1. Following the effective date of the above-described AOC, the Department shall assist the Companies in carrying out the Exposure Study and implementation of the GDGs by:
 1. mailing notices to residences and businesses in the study area to identify those who may choose to participate in the Exposure Study;
 2. being the primary point of contact with the public with respect to questions regarding the Exposure Study and GDG implementation;
 3. visiting residences and business premises upon the request of their owners or occupiers to respond to questions or concerns regarding the Exposure Study or the GDG implementation;
 4. receiving TLDs from the Companies and distributing these TLDs to those who may elect to use them during the Exposure Study;
 5. collecting TLDs after their use and providing these collected TLDs to the Companies for analysis and storage;
 6. providing follow-up Education to property owners and occupiers upon the request of such persons as specified in the GDGs and the AOC;
 7. maintaining the Inventory described in Section A.4 above; and
 8. taking other actions as appropriate to interface with the public with respect to the activities described above and the overall Exposure Study and GDG implementation.
2. The Companies shall assist the Department in carrying out the activities described in Section B. 1 above. Such assistance shall consist of the following:
 1. providing training as appropriate to Department personnel;
 2. funding the purchase of any necessary computer equipment and software;
 3. reimbursing the Department for the reasonable costs it incurs in carrying out the activities listed above;
 4. providing information and technical assistance to the Department as necessary to respond to questions or concerns that the public presents to the Department in connection with the Exposure Study or GDG implementation;
 5. providing expert assistance on radiological issues as specified in Section B.3 below;
 6. providing TLDs to the Department for distribution during the Exposure Study and arranging to collect used TLDs for analysis;
 7. providing the Department with the results of TLD and other radiological measurements and analyses performed pursuant to the Exposure Study;
 8. providing the Department with materials and information to allow it to carry out Education activities consistent with the GDGS; and
 9. providing the assistance regarding the Attrition option and establishment and maintenance of the Inventory as specified below in this Agreement.
3. The Companies shall make available to the Department, upon its request, an independent expert who is knowledgeable regarding the health effects of radiological exposures. The Companies shall select and provide funding for any such expert, but the expert shall be an independent contractor who shall exercise his or her independent professional judgment on the matters for which he or she is retained.
4. During the performance of the Exposure Study, the Department will provide the owners of premises that may be candidates for the "Attrition" option with forms developed by the Companies upon which the owners can designate whether they choose to have their premises listed on the Inventory described in Section A.4 above. On a quarterly basis beginning on April 1, 1996, the Department shall provide the Companies with the addresses, locations and descriptions of the premises whose owners have completed the forms described in this paragraph.
5. Promptly upon receipt of the information described in Section B.4 above, the Department will enter this information in the Inventory data base. The Department thereafter will maintain this information in the Inventory until such time that the Department receives formal notice that the slag-containing material at the listed premises has been demolished or otherwise removed from the listed premises.
6. The Department may receive notices from time to time that the owners of property who have selected the Attrition option that they intend to demolish or otherwise remove the slag-containing material from their

premises. The Department shall notify the Companies in writing regarding such notices as soon as possible and in no event more than five (5) days after the date Department receives any such notice. The Companies will have the primary responsibility for overseeing such demolition and verifying that the slag containing material resulting from the demolition is disposed of properly at facilities that have all necessary permits. The Department will participate in such oversight and be the primary interface with the public regarding such activities.

7. The Department agrees to maintain strict confidentiality with regard to the information that is included in the Inventory and the analytical results generated during the Exposure Study that the Companies provide to the Department. The Department may disclose this information only to those of its employees who (i) have a need to know such information, and (ii) have executed a confidentiality agreement with the Department in which they have agreed not to disclose such information to any person except to those Department employees whom the Department shall specify in writing. The Department shall maintain procedures to assure that no other persons have access to this information. These procedures shall include, but not be limited to, measures to maintain the confidentiality of all printed, magnetic and electronic records of the information. The Department shall not disclose such information to any other person, including any Department contractor or member of the public, except as may be compelled by a subpoena or order issued by a court that has jurisdiction over this matter. The Department shall notify the Companies in writing and orally as soon as possible and in no event more than five (5) days after receiving a subpoena, notice or deposition, or other legal discovery or an proposed or final order that purports to required disclosure of this information. The Department also shall support any action taken by the Companies to intervene in any such proceedings to protect the confidentiality of this information. The Department represents that the confidentiality provisions set forth in this information. The Department represents that the confidentiality provisions set forth in this paragraph are consistent with it underlying statues, regulations and policies.
8. When all the promises that originally were listed on the Inventory have been removed from the Inventory in accordance with the AOC and Section B.5 above, the Department shall remove from its files all printed, magnetic or electronic records that contain Inventory information and provide such records to the Companies.
9. The above provisions set forth entire agreement of the parties in this matter and supersede any and all prior agreements between them on the matters addressed in this agreement.
10. The persons signing this agreement as shown below represent that they have authority to sign on behalf of their respective Companies or Department.
11. The effective date of the Agreement shall be the date on which all the parties have executed it as shown below.

IT IS SO AGREED:

FMC CORPORATION

By:

Date: 4/8/96

MONSANTO COMPANY

By:

Date: 4/9/96

SOUTHEASTERN IDAHO DISTRICT HEALTH DEPARTMENT

By:

Date: 4/1/96